

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

FILED
DISTRICT COURT

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PROVO STEEL & SUPPLY CO.,

Plaintiff,

v.

HERITAGE SAFE COMPANY,

Defendant.

DISTRICT OF UTAH
Civil Action No. 2:10-cv-00589-BSJ
BY: DEPUTY CLERK

**STIPULATED ORDER
OF DISMISSAL**

Plaintiff Provo Steel & Supply Co. ("ProSteel"), having commenced this civil action against defendant Heritage Safe Company ("Heritage") asserting claims for infringement of U.S. Patent No. 7,409,790 ("the '790 Patent");

The Court being fully advised that the parties have entered into a Settlement Agreement effective December 13, 2010 resolving all issues now pending between the parties, including all claims asserted in the Complaint, and which provides for entry of this Stipulated Order of Dismissal (the "Settlement Agreement"):

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
THAT:**

1. This Court has jurisdiction over the parties and over the subject matter of this action, and venue is proper.
2. Heritage shall not contest that: (i) the claims in the '790 Patent are valid and enforceable; and (ii) Heritage's "Ruger Assault Vault" safe, Model No. RAV 3660, infringes one or more claims in the '790 Patent.

3. Heritage, including without limitation, its directors and officers, representatives, agents, servants, employees, affiliates, and all other persons or entities in active concert or participation with Heritage or under the direction of Heritage, is hereby permanently enjoined during the remaining term of the '790 Patent from: (i) making, using, importing, offering to sell, or selling the "Ruger Assault Vault" Model No. RAV 3660 and any other safe not more than colorably different from the RAV 3660 safe; and (ii) contributing to, or inducing, any other person or entity to make, use, import, offer to sell or sell the RAV 3660 safe or any other safe not more than colorably different from the RAV 3660 safe.

4. All claims in this Action are hereby dismissed with prejudice

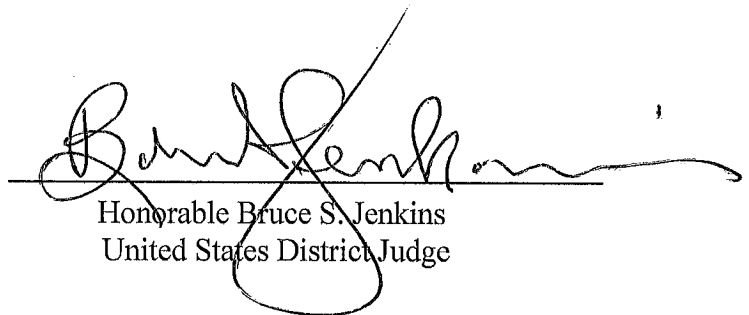
5. Each party shall bear its own costs and attorneys' fees.

6. Jurisdiction is hereby reserved over all matters relating to the administration and performance of this Order and enforcement of the Settlement Agreement.

7. The Clerk of the Court is directed to enter and docket this Stipulated Order of Dismissal in this Action.

SO ORDERED,

this 10th day of January 2011


Honorable Bruce S. Jenkins
United States District Judge

Counsel for all parties consent to the terms of, and agree to the form of and entry of this
Stipulated Order of Dismissal.

DATED: December ____, 2010

DURHAM JONES & PINEGAR, P.C.

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Attorneys for Plaintiff Provo Steel & Supply Co.

DATED: December ____, 2010

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